

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

IN AND FOR THE COUNTY OF MODOC.

SAN FRANCISCO CATTLE LOAN COMPANY, a corporation,)
S. B. STRIEF, JEDUTHAN BROWN, F. S. HEARD, MRS.)
A. HEARD, G. K. HEARD and MINNIE HEARD, his wife,)
GEORGE S. STINER, GEORGE W. TONEY, and MARY J.)
TONEY, his wife, and E. P. STRIEF,)

Plaintiffs,)

-vs-

C. M. CRAMPTON, L. M. WARRENS, JOHN STREET and)
MARY STREET, his wife, SARAH J. WAMACK, as the)
Administratrix of the Estate of BEN WAMACK, de-)
ceased, JOHN C. SHARP and HATTIE SHARP, his wife,)
FRANCIS WANDLING, GEORGE R. McMULLEN, ENOCH)
REYNOLDS, CHARLIE ATKINSON, O. C. CRAMPTON, E. R.)
TYERYAR, JOHN DOE and RICHARD ROE,)

Defendants.)

*Soldier
Creek
Surprise Valley*

No. 2405

DECREE

The above entitled cause came on regularly for trial before the above entitled Court on the 26th day of June, 1922, Honorable F. M. JAMISON, Judge of said Court presiding, plaintiffs appearing in person and by and through their attorneys, Messrs. Robnett and Wylie, and the defendants appearing in person and by and through their attorneys, Messrs. N. J. Barry and J. T. Sharp, and evidence, both oral and documentary, having been adduced and presented on behalf of all of the parties to said action, and thereafter the said cause having been duly submitted to the Court for its consideration and decision, and thereafter the Court having referred the said matter to the Division of Water Rights of the Department of Public Works of the State of California as a special referee for the determination of the water supply of Soldier Creek and the water requirements of the lands involved in said action, and the said Division of Water Rights having made its investigation and having reported back to the Court thereon, and the Court having adopted the said report of said referee filed herein, and thereafter the parties to said action having entered into a written stipulation and agreement of adjudication, dated the 11th day of December, 1926, and filed with the papers in said action, and some of the plaintiffs having entered into a supplemental

agreement among themselves, which agreement is dated March 26, 1927, and is filed in the above entitled action, in which said stipulations and agreements all of the parties to said action stipulated and agreed to the entry herein of a decree in accordance with the terms of said stipulation and the terms of said supplemental stipulation, and waiving findings of fact herein, and said stipulations having been approved and executed and signed by the respective counsel for the respective parties, and the Court being advised in the premises, IT IS HEREBY DECREED AS FOLLOWS:

(1st) That since the commencement of said action and since the trial and submission of said cause, the plaintiffs Jeduthan Brown and S. B. Strief have sold, transferred and disposed of their interests in the property involved in said action to one Simon Bennett, ^{Cockrell #12} and said Simon Bennett is now the real party in interest in lieu of said Jeduthan Brown and S. B. Strief.

(2nd) That since the trial of said action and the submission thereof, the estate of E. P. Strief has sold and disposed of its interest in said action and in the property involved in said action to Mervin R. Toney, ^{White #52}

(3rd) That since the trial of said action and the submission thereof, the plaintiff, Mrs. A. Heard, has sold, transferred and disposed of her interest in the property involved in said action to G. K. Heard, ^{Keller #14} and said G. K. Heard is now the real party in interest in lieu of said Mrs. A. Heard.

(4th) That since the commencement of said action and since the trial and submission of said cause, defendant C. M. Crampton, has sold and disposed of his interest in the property involved in said action to O. C. Crampton, ^{Laxaquer #61} and said O. C. Crampton is now the real party in interest in lieu of said C. M. Crampton.

(5th) That since the commencement of said action and since the trial and submission of said cause, defendant Francis Wandling has sold and disposed of his interest in the property involved in said action to George R. McMullen, ^{OVER #62} and said George R. McMullen is now the real party in interest in lieu of said Francis Wandling.

(6th) That the true name of the defendant herein sued as L. M.

SAME

Warrens is GEORGE M. WARRENS, and he has appeared herein under his true name.

(7th) That defendants Sarah J. Wamack, as the Administratrix of the Estate of Ben Wamack, deceased, and E. R. Tyeryar were each duly served with a copy of the summons and complaint in this action but failed to appear or answer said action, and the default of said defendants for such failure to appear has been duly entered of record herein.

(8th) That the true name of the defendant sued herein as Charlie Atkins is ^{EATON #60} CHARLIE ATKINSON, and he has appeared in said action under his true name.

(9th) That ^{CARTER #56} Cyrus Daniels and Celia Daniels were served with summons and complaint in said action and duly appeared in said action under their true names, but since the trial of said action said Cyrus Daniels has transferred all of his right, title and interest in said action and in the properties involved therein to F. E. Daniels, and ^{CARTER #57} said F. E. Daniels is now the real party in interest in lieu of said Cyrus Daniels.

(10th) That on motion of plaintiffs' counsel, said action was dismissed as to all fictitious defendants.

(11th) That there is in said Modoc County a natural stream of water known as and called "Soldier Creek", which said creek arises on the eastern slope of the Warner Range of Mountains in said Modoc County, State of California, and flows thence in a general easterly direction between well defined banks in a well defined channel to, upon, over and across some of the lands of some of the parties to this action, which lands are herein-after described, and has so flown since the memory of man.

(12th) That in accordance with said stipulations, the various parties to the same and to whom rights are, by this decree, adjudged, have diverted and used water and are entitled to divert and use water in accordance with the terms and provisions contained in said stipulations and in this decree set forth, through various and sundry ditches which said ditches are referred to by name and the points of diversion of each are hereby adjudged and decreed to be as follows, to-wit:

① COMPANY DITCH - Point of diversion: WARRENS, PRATT, OVER - RADBANGH

S. 47° 30' W. 1130 ft. from N.E. corner of Section 13,
T. 43 N, R 15 E, M.D.M.

② WARRENS FLOOD DITCH - Point of diversion: PAGE

S. 47° 30' W. 1090 ft. from N.E. corner of Section 13,
T 43 N, R 15 E, M.D.M.

③ DANIELS DITCH - Point of diversion: CARTEE

S. 52° 30' W. 800 ft. from N.E. corner of Section 13,
T 43 N, R 15 E, M.D.M.

④ CRAMPTON UPPER DITCH - Point of diversion: LAXME

S. 49° 30' W. 760 ft. from N.E. corner of Section 13,
T 43 N, R 15 E, M.D.M.

⑤ ATKINSON DITCH - Point of diversion: EATON

S. 52° 30' W. 740 ft. from N.E. corner of Section 13,
T 43 N, R 15 E, M.D.M.

⑥ ^{out}CRAMPTON DITCH - Point of diversion:

N. 35° 30' E. 170 ft. from S.W. corner of Section 7,
T 43 N, R 16 E, M.D.M.

⑦ ^{out}CRAMPTON DITCH - Point of Diversion:

N. 19° 30' E. 640 ft. from S.W. corner of Section 7,
T. 43 N, R 16 E, M.D.M.

⑧ ^{out}CRAMPTON DITCH - Point of diversion:

N. 56° 00' E. 1120 ft. from S.W. corner of Section 7,
T. 43 N, R 16 E, M.D.M.

⑪ REYNOLDS DITCH - Point of diversion:

N. 46° 30' W. 1400 ft. from South quarter corner
Section 6, T. 43 N, R 16 E, M.D.M.

⑬ ^{MOVED TO #15}TONY-STRIEF DITCH - Point of diversion: MOVED TO #15 WEST (WHITE)

S. 64° 30' W. 1350 ft. from the East quarter corner
Section 6, T 43 N, R 16 E, M.D.M.

⑮ TONY DITCH - Point of diversion: WHITE

S. 81° 00' E. 1510 ft. from N.W. corner of Section 6,
T 43 N, R 16 E, M.D.M.

#17 STINER-HEARD EAST DITCH - Point of diversion: WHITE

N. 10° 00' E. 1270 ft. from S.W. corner of Section 32
T. 44 N, R 16 E, M.D.M.

#16 STINER-HEARD WEST DITCH - Point of diversion: *HARRIS, KELLER*

N. 10° 00' E. 1310 ft. from S.W. corner of Section 32,
T 44 N, R 16 E, M.D.M.

(18) ^{put} BROWN DITCH - Point of diversion:

S. 90° 00' E. 2070 ft. from the West quarter corner
Section 31, T 44 N, R 16 E, M.D.M.

(19) SAN FRANCISCO CATTLE LOAN COMPANY DITCH - Point of diversion: *Cockrell*

N. 89° 00' E. 900 ft. from S.W. corner of Section 29,
T 44 N, R 16 E, M.D.M.

DANIELS SIMPSON CANYON - Point of diversion: *cater*

N. 84° 00' W. 940 ft. from the East quarter corner
Section 12, T 43 N, R 15 E, M.D.M.

DANIELS DANIELS CANYON - Point of diversion: *CARTER*

S. 80° 00' W. 1540 ft. from N.E. corner of Section 12
T 43 N, R 15 E, M.D.M.

#20 STRIEF DITCH - Point of diversion: *Cockrell*

N. 89° 00' W. 1330 ft. from S.E. corner of Section 30,
T 44 N, R 16 E, M.D.M.

HEAD OF EAST FORK OF SOLDIER CREEK:

N. 84° 30' W. 250 ft. from the S.E. corner of Section 12
T 43 N, R 15 E, M.D.M.

(13th) That in accordance with the said stipulations and agreements,
it is hereby ORDERED, ADJUDGED AND DECREED that the following named parties
to said action, respectively the owners of the respective parcels of land
hereinafter described, reasonably require and have used and are the owners
of and entitled to the use of the quantity of water hereinafter set opposite
their respective names for domestic purposes, through the ditch named after
their respective names, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>NO. CUBIC FEET PER SECOND</u>
F. E. and CELIA DANIELS <i>CARTER</i>	DANIELS # 3	0.30
J. C. SHARP <i>Pratt</i>	COMPANY 1	0.25
JOHN STREET <i>RADABAUGH</i>	COMPANY 1	0.25
G. M. WARRENS <i>JAMES</i>	COMPANY 1	0.25
G. R. McMULLEN <i>OVER</i>	COMPANY 1	0.25
OLIVER CRAMPTON <i>LAXAGNE</i>	UPPER CRAMPTON 4	0.30 <i>R</i>
C. E. ATKINSON <i>EATON</i>	ATKINSON 5	0.30

1.9²

That each and all of the foregoing rights and allotments are first rights to the use of water from said creek and are on an equality as to point of time and priority, and are continuous rights throughout the entire year and are superior to all other rights hereinafter adjudicated, and if, at any time, the aggregate flow of water in Soldier Creek is less than the aggregate of the foregoing allotments, then during such times the said owners of said first rights shall pro-rate the water flowing in said stream in accordance with their respective allotments above specified, and in the proportion that their respective allotments bear to the total amount of all of their allotments as such first right-owners.

That each of the allotments in this paragraph decreed as "First Rights" is to be measured at the point of diversion from the said stream of the ditch through which the same is to be carried as hereinbefore named.

(14th) That the said stream, after entering the valley in which said lands are situated and at a distance of about one-quarter of a mile east of the mouth of Soldier Creek Canyon, divides and forms two distinct channels, one known as the "West Fork of Soldier Creek" and the other as the "East Fork of Soldier Creek"; and that in the said West Fork of Soldier Creek and in the channel thereof there are certain perennial springs;

That the defendant Enoch Reynolds has, for many years prior to the commencement of this action, diverted and used, and is the owner of the first right to divert and use, from the waters so flowing from said springs at all seasons of the year, 0.30 cubic feet per second, through the Reynolds Ditch, upon the following described land, situated in said Modoc County, California, to-wit:

✓ (58) Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section six (6), Township forty-three (43) north, Range sixteen (16) east, M.D.M.

said water being used for domestic and irrigation purposes, and that said Enoch Reynolds has no other right, title, interest or estate in or to any of the waters of said creek.

.. (15th) That in accordance with said stipulations, it is hereby ORDERED, ADJUDGED AND DECREED that the general irrigation period for the lands

and rights involved in this action is adjudged to be from six a.m. March 19th of each year to six a.m. of June 19th of each year; and it is further ORDERED, ADJUDGED AND DECREED that the most efficient use can be secured from the waters of said stream on the lands involved in this action by rotating in the use of the same, and the following rotation periods are hereby adjudged and decreed for such rotation use, to-wit:

- Lower First rotation period -- 6 a.m. March 19th to 6 a.m. April 1st; 13 days
Upper Second rotation period -- 6 a.m. April 1st to 6 a.m. April 11th; 10 days
Lower Third rotation period -- 6 a.m. April 11th to 6 a.m. April 24th;
Upper Fourth rotation period -- 6 a.m. April 24th to 6 a.m. May 4th;
Lower Fifth rotation period -- 6 a.m. May 4th to 6 a.m. May 17th;
Upper Sixth rotation period -- 6 a.m. May 17th to 6 a.m. May 27th;
Lower Seventh rotation period -- 6 a.m. May 27th to 6 a.m. June 9th;
Upper Eighth rotation period -- 6 a.m. June 9th to 6 a.m. June 19th;

June 19 → March 19th (16th) That at the time of the commencement of this action, Jeduthan Brown was the owner of, in the possession of, and entitled to the possession of the following described lands, and that now one ^{WHITE #18} Simon Bennett is the owner of, ~~Brown~~ in the possession of and entitled to the possession of said lands, situated in the County of Modoc, State of California, particularly described as follows, to-wit:

✓ Tract 18
Southeast quarter (SE $\frac{1}{4}$) of Northwest quarter (NW $\frac{1}{4}$)
Southwest quarter (SW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$),
Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$),
and Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$),
all in Section thirty-one (31), Township forty-four (44)
North, Range sixteen (16) East M.D.M.

That for more than forty years prior to the commencement of this action, said Brown and his predecessors in interest have used water upon sixty-seven and six-tenths (67.6) acres of said land, as follows:

Twenty-seven and one-tenth (27.1) acres in said Southeast quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$);

(20) Seven (7) acres in said Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$);

Twenty and eight-tenths (20.8) acres in said Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$); and

Twelve and seven-tenths (12.7) acres in said Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$).

That, subject to the first and prior rights hereinbefore decreed, said ^{WHITE #18} Simon Bennett, as successor and grantee of said Jeduthan Brown, is the owner of the second right in and to the waters of said stream to the extent of one and fifty-five hundredths (1.55) cubic feet per second during the first, third, fifth and seventh rotation periods hereinbefore set forth, for the irrigation of said sixty-seven and six-tenths (67.6) acres of land, and that said right is subject to the rights hereinbefore decreed but during said rotation periods in this paragraph named is superior to and prior to all rights hereinafter decreed, and that the said allotment in this paragraph decreed shall be measured at the point of diversion of the Toney ^{#15} Ditch from said stream.

(17th) That at the time of the commencement of this action, G. ^{WHITE} W. Toney was the owner, in the possession of and entitled to the possession of, and for more than forty years prior to the commencement of this action he and his grantors and predecessors in interest had been the owners, in the possession and entitled to the possession, and he is now the owner and in the possession of the following described land situated in said Modoc County, California, to-wit:

Northwest quarter of the Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$), the Northeast quarter of the Southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$), and the Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$), all in Section thirty-one (31), Township forty-four (44) North, Range sixteen (16) East, M.D.M.

Also, the Northwest quarter of the Southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section thirty-two (32), Township forty-four (44) North, Range sixteen (16) East, M.D.M.

^{WHITE} and that during all of said times, said G. W. Toney and his grantors and predecessors in interest have diverted and used water from said creek for the irrigation of all of said North half of the Southeast quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$) of said Section thirty-one (31), and thirty-five (35) acres in the said Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) of said Section Thirty-one (31).

(5) (18th) That at the time of the commencement of this action, E. P. Strief was the owner, and for more than forty years prior to the commencement of this action he and his grantors and predecessors in interest had been the owners, and ^{WHITE #52} Mervin Toney, as grantee, is now the owner, of the following described land, situated in said Modoc County, California, to-wit:

✓ The South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$), and the Southeast quarter of the Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$), all in Section thirty-one (31), Township Forty-four (44) North, Range sixteen (16) East, M.D.M.

Also, the Southwest quarter of the Southwest quarter ($SW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section thirty-two (32), Township forty-four (44) North, Range sixteen (16) East, M.D.M.

56 and that during all of said times, said owners and predecessors have irrigated, with the water from said Soldier Creek, all of said South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) and twenty-three and nine-tenths (23.9) acres in the said Southeast quarter of the Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) of said Section thirty-one (31).

(19th) That at the time of the commencement of this action, Cyrus Daniels was the owner, in the possession and entitled to the possession, and for more than forty years prior to the commencement of this action, he and his grantors and predecessors in interest, had been the owners, in the possession and entitled to the possession, and F. E. Daniels is now ^{OK Swenson #57} the owner, in the possession, of the following described land, situated in said Modoc County, California, to-wit:

57 Lots six (6) and seven (7) of Section six (6), Township forty-three (43) north, Range sixteen (16) east, M.D.M.

and that during all of said times, said owner and his predecessors in interest have irrigated from the waters of said Soldier Creek eighteen and three tenths (18.3) acres of said lot seven (7), and ten (10) acres of said lot six (6).

(20th) That at the time of the commencement of this action, Celia ^{CARTER & LAKE 56-1 & 56-2} Daniels was the owner and is now the owner, in the possession and entitled to the possession, and for more than forty years prior thereto, she and her grantors had been the owners, in the possession and entitled to the possession, of the following described lands, situated in said Modoc County, California, to-wit:

✓ The North half of the Northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$), and the Southeast quarter of the Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$), all in Section twelve (12), Township forty-three (43) north, Range fifteen (15) east, M.D.M.

Also, the Northwest quarter of the Northwest quarter ($NW\frac{1}{4}$ of $NW\frac{1}{4}$), and the West half of the Southwest quarter of the Northwest quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$), all in Section seven (7), Township forty-three (43) north, Range sixteen (16) east, M.D.M.

Also, the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section one (1), Township forty-three (43) north, Range fifteen (15) east, M.D.M.

and that during all of said times, said owner and her grantors and predecessors in interest have diverted and used water from said Soldier Creek for the irrigation of two (2) acres in said Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), twenty-three and one-tenth (23.1) acres in said Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$), and twenty-five and four tenths (25.4) acres in said Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), all in said Section twelve (12); thirty-three and seven-tenths (33.7) acres in said Northwest quarter of ^{the} Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) and twenty (20) acres in the West half of the Southwest quarter of the Northwest quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$), all in said Section seven (7); and all of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section one (1).

(21st) That subject to the rights hereinbefore adjudged and decreed, said G. W. Toney, Mervin Toney, as successor to E. P. Strief, Celia Daniels and F. E. Daniels, as successor to Cyrus Daniels, are the owners of the third rights in and to the waters of said Soldier Creek, and in and to the use thereof during the first, third, fifth and seventh rotation periods hereinbefore decreed, in the respective amounts hereinafter set opposite their respective names, for use upon their said lands so heretofore irrigated and hereinabove described, to be diverted and used through the respective ditches hereinafter set opposite their respective names, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
G. W. TONEY	TONEY-STRIEF #13 moved to	1.25
MERVIN TONEY	TONEY-STRIEF #13 moved to	1.25
CELIA DANIELS	DANIELS #3	1.05
F. E. DANIELS	DANIELS #3	0.23

36
3 78

That said rights in this paragraph decreed are subject to and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed for the rotation periods in this paragraph named; and that said rights of the said parties in this para-

graph named are, as between said parties in this paragraph named, on an equality as to point of priority and superiority for the particular rotation periods enumerated herein, and that if, during any of said periods of time in this paragraph named, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

That the said allotments in this paragraph adjudged to Celia Daniels and F. E. Daniels are to be measured at the point of the diversion of the Daniels ditch from the channel of said creek, and the said allotments in this paragraph decreed to G. W. Toney and Mervin Toney shall be measured at the head of the East Fork of Soldier Creek the point of which has hereinbefore been adjudged and decreed.

It is further ordered, adjudged and decreed that, as shown by the report of said referee, there is an appreciable channel loss of water between the point of the head of the East Fork of said creek and the head of the said Toney Strief Ditch, or the point where said ditch diverts from said East Fork, and the allotments in this paragraph decreed to G. W. Toney and Mervin Toney have been increased for the purpose of allowing for said channel loss, and the allotments herein decreed to said G. W. Toney and Mervin Toney are in excess of the amount actually required for the irrigation of their said lands, and it is, therefore, ordered, adjudged and decreed that said G. W. Toney and Mervin Toney shall, during said rotation periods hereinbefore in this paragraph named, be entitled to divert from said creek at the head or point of diversion of the Toney-Strief Ditch, through which they so divert said water, the following quantity each, and no more, to-wit: .

G. W. TONEY 0.73 cubic feet per second

MERVIN TONEY,..... 0.73 cubic feet per second

73 + 52 = 125
73 + 52 = 125

- 11 -

TOTAL Amount to div. From channel 1.46

104. Channel loss

(see page 21)

H. Harris # 16

(22nd) That George S. Stiner is now, and at the time of the commencement of this action was, the owner and in possession and entitled to the possession, and for more than forty years prior to the commencement of this action, his grantors and predecessors in interest were the owners, in the possession and entitled to the possession, of the following described land, situated in said Modoc County, California, to-wit:

Tract 16
The South half of the Northwest quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$) and Southwest quarter of the Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) all in Section thirty-two (32), Township forty-four (44) north, Range sixteen (16) east, M.D.M.

and that during all of said times, he and his grantors have irrigated, from the waters of said Soldier Creek, thirty-six (36) acres in said Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$), and thirty-eight and one-tenth (38.1) acres in the said Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$), and all of said Southwest quarter of the Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) in said Section thirty-two (32).

Keller # 15

(23rd) That G. K. Heard and Minnie Heard, his wife, are and at the time of the commencement of this action were, the owners, in the possession and entitled to the possession, and for more than forty years prior to the commencement of this action, they and their grantors had been the owners, in the possession and entitled to the possession, of the following described lands situated in said Modoc County, California, to-wit:

Tract 15
The South half of the North half of the Northwest quarter ($S\frac{1}{2}$ of $N\frac{1}{2}$ of $NW\frac{1}{4}$), and the South half of the Northwest quarter of the Northeast quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$), all in Section thirty-two (32), Township forty-four (44) north, Range sixteen (16) east, M.D.M.

and that during all of said times, they and their grantors have irrigated all of said lands from the waters of said Soldier Creek.

Keller # 14

(24th) That G. K. Heard is now the owner, and at the time of the commencement of this action Mrs. A. Heard was the owner, and for more than forty years prior to the commencement of this action she and her grantors and predecessors in interest were the owners, in the possession and entitled to the possession of the following described lands situated in said Modoc County, California, to-wit:

Tract 14
The North half of the North half of the Northwest quarter ($N\frac{1}{2}$ of $N\frac{1}{2}$ of $NW\frac{1}{4}$), and the North half of the Northwest quarter of the Northeast quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$), all in Section thirty-two (32), Township forty-four (44) north, Range sixteen (16) east, M.D.M.

and that during all of said times, she and her grantors and predecessors have irrigated all of said lands from the waters of Soldier Creek.

WHITE #17
(25th) That F. S. Heard is now, and at the time of the commencement of this action was, and for more than forty years prior thereto he and his grantors had been the owners, in the possession and entitled to the possession, of the following described lands in said Modoc County, California, to-wit;

Tract 17
The East half of the Northeast quarter ($E\frac{1}{2}$ of $NE\frac{1}{4}$) of Section thirty-one (31), Township forty-four (44) north, Range sixteen (16) east, M.D.M.

and during all of said times he and his grantors irrigated all of said land from the waters of said Soldier Creek.

(26th) That subject to all of the prior rights hereinbefore in this decree adjudged and decreed, the said G. S. Stiner, G. K. Heard and Minnie Heard, his wife, G. K. Heard and F. S. Heard, are the owners of the fourth right or rights in and to the waters of said Soldier Creek during the first, third, fifth and seventh rotation periods hereinbefore decreed, and that each and all of said parties in this paragraph named divert waters from the East Fork of said Soldier Creek and that, as hereinbefore decreed, it has been determined by said referee that there is a perceptible loss of water in the channel between the head of the East Fork, as hereinbefore designated, and the point or points where the said parties in this paragraph divert water from said East Fork, and that for the purpose of taking care of and allowing for such channel loss so that a sufficient quantity of water may be delivered to the said parties in this paragraph named for the necessary and proper irrigation of their said lands, it is ordered, adjudged and decreed that during said rotation periods, and subject to said prior rights, the said parties in this paragraph named shall have the right to divert into the said East Fork of said Soldier Creek at the head of said fork, the respective quantities of water set opposite their respective names, to-wit:

<u>NAME</u>	<u>CUBIC FT. PER SECOND</u>
G. S. STINER <i>HARRIS #16</i>	1.75
G. K. HEARD and MINNIE HEARD <i>Keller #15</i>	0.90
G. K. HEARD <i>Keller #14</i>	1.00
F. S. HEARD <i>WHITE #17</i>	1.25

and that said parties in this paragraph named, subject to all said prior rights in this decree adjudged, and during said rotation periods in this paragraph named, are entitled to divert from said East Fork of said Soldier Creek, through the respective ditches set opposite their respective names, the respective quantity of water hereinafter set opposite their respective names, and no more, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
G. S. STINER <i>Harris #16</i>	Stiner-Heard, east or west	1.03
G. K. HEARD <i>Keller #15</i> and MINNIE HEARD	Stiner-Heard, east or west	0.53
G. K. HEARD <i>Keller #14</i>	Stiner-Heard, east or west	0.71
F. S. HEARD <i>WHITE #17</i>	Stiner-Heard, west	0.73

That the rights in this paragraph adjudged and decreed are subject to and inferior to the rights in this decree hereinbefore adjudged, but are superior, for the rotation periods hereinbefore named, to all rights hereinafter adjudged and decreed, and the said rights in this paragraph adjudged and decreed are on an equality as to point of time and priority and superiority and if, at any time during the said rotation periods during which the parties named in this paragraph are entitled to divert and use water, there is insufficient water to supply all prior rights hereinbefore adjudged and decreed and to fully supply the rights in this paragraph adjudged and decreed, that then and at such times the parties in this paragraph named shall pro-rate the water, if any, which may be flowing in said stream in excess of all prior rights, and such pro-ration shall be on the basis that their respective rights bear to the aggregate of their joint rights in this paragraph decreed.

(27th) That *Cockrell #12* Simon Bennett is now the owner, and at the time of the commencement of this action his grantor, S. E. Strief, was the owner and for more

than forty years prior thereto he and his grantors had been the owners, in the possession and entitled to the possession, of the following described lands, situated in said Modoc County, California, to-wit:

The Southeast quarter ($SE\frac{1}{4}$) of Section thirty (30), Township forty-four (44) north, Range sixteen (16) east, M.D.M.

and that the following portions of said land have, during all of said times, been irrigated from the waters of said creek, to-wit:

Eight and nine-tenths (8.9) acres in the Southwest quarter of said Southeast quarter ($SW\frac{1}{4}$ of $SE\frac{1}{4}$) twenty-two and nine-tenths (22.9) acres in the Southeast quarter of said Southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$); and all of the Northeast quarter of said Southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$); and twenty-nine and two-tenths (29.2) acres in the Northwest quarter of said Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$).

(28th) That at the time of the commencement of this action SAN COCKRELL #13 FRANCISCO CATTLE LOAN CO., a corporation, was the owner, in the possession and entitled to the possession, and for more than forty years prior to the commencement of this action said corporation and its grantors and predecessors in interest, had been the owners, in the possession and entitled to the possession, and

is now the owner, in the possession, and entitled to the possession, of the following described land, situated in said Modoc County, California, to-wit:

All of fractional Section twenty-nine (29), in Township forty-four (44) north, Range sixteen (16) east, M.D.M.

and that during all of said times the following portion of said land has been irrigated from the waters of said creek, to-wit:

One hundred and seventy-four and seven-tenths (174.7) acres in said fractional Section twenty-nine (29).

(29th) That subject to all of the rights hereinbefore adjudged and decreed, the following named parties to said action are the owners of the fifth rights to divert and use the respective quantities of water hereinafter set opposite their respective names during the first, third, fifth and seventh rotation periods for irrigation and use upon their respective lands hereinbefore described, and through the ditches set opposite their respective names, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
<i>Cockrell #13</i> SAN FRANCISCO CATTLE LOAN CO.	S.F. Cattle Loan	3.60 <i>meas AT Head of East Fork</i>
G. W. TONEY <i>WHITE #51</i>	Toney	0.80 <i>meas at divert point</i>
MERVIN TONEY <i>WHITE #52</i>	Toney	0.55 <i>2</i>
SIMON BENNETT <i>Cockrell #26</i>	Strief	2.25 <i>5</i>

That the said allotment to the San Francisco Cattle Loan Company shall be measured at the head of the East Fork of said creek, and that the allotment to each of the other parties named in this paragraph shall be at their respective points of diversion from the channel of said creek. *Stop*

That the rights in this paragraph adjudged and decreed are subject to and inferior to the rights in this decree hereinbefore adjudged, but are superior, for the rotation periods hereinbefore named, to all rights hereinafter adjudged and decreed, and the said rights in this paragraph adjudged and decreed are on an equality as to point of time and priority and superiority and if, at any time during the said rotation periods during which the parties named in this paragraph are entitled to divert and use water, there is insufficient water to supply all prior rights hereinbefore adjudged and decreed and to fully supply the rights in this paragraph adjudged and decreed, that then and at such time the parties in this paragraph named shall pro-rate the water, if any, which may be flowing in said stream in excess of all prior rights, and such pro-ration shall be on the basis that their respective rights bear to the aggregate of their joint rights in this paragraph decreed.

(30th) That subject to the rights hereinbefore adjudged and decreed, F. E. Daniels as successor in interest to Cyrus Daniels, is the owner of the sixth right in and to the waters of said Soldier Creek and in and to the use thereof, during the first, third, fifth and seventh rotation periods hereinbefore defined, in the amount of 0.13 cubic foot per second, for use upon his lands so heretofore irrigated and hereinbefore described, to be diverted and used through the Daniels Ditch, which said right is inferior to all rights hereinbefore in this decree adjudged and decreed, but is superior to all rights hereinafter decreed, for the rotation periods in this paragraph named.

(31st) That subject to the rights hereinbefore adjudged and decreed, Celia Daniels is the owner of the seventh right in and to the waters of said Soldier Creek and in and to the use thereof, during the first, third, fifth, and seventh rotation periods hereinbefore defined, in the amount of 0.39 cubic foot per second, for use upon her lands so heretofore irrigated and hereinbefore described, to be diverted and used through the Daniels Ditch, which said right is inferior to all rights hereinbefore in this decree adjudged and decreed.

Warnes #66

(32nd) That at the time of the commencement of this action, John C. Sharp was the owner, in the possession and entitled to the possession of, and for more than forty years prior to the commencement of this action, he and his grantors and predecessors in interest were the owners, in the possession and entitled to the possession, of the following described lands situated in said Modoc County, California, to-wit:

✓ Town #66
Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section twenty-one (21); North one-half of the South one-half of the Northeast quarter (N $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$), and the North one-half of the Northeast quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section twenty (20); and the South one-half of the Southeast quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) and the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section seventeen (17), all in Township forty-three (43) North, Range sixteen (16) East, M.D.M.

and that during all of said times he and his grantors have irrigated from the waters of said Soldier Creek, the following portions of said land, to-wit:

Seventeen (17) acres in said Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section twenty-one (21); Thirty-three and one-tenth (33.1) acres in said Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section twenty (20); and all of said Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section twenty (20); and seven (7) acres in said Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$), thirty-eight and nine-tenths (38.9) acres in said Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$), and twenty-four and one-tenth (24.1) acres in said Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$), all in Section seventeen (17); and all of North one-half of South one-half of Northeast quarter (N $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section twenty (20).

Raddabaugh #65

(33rd) That at the commencement of this action, John Street was the owner, in the possession and entitled to the possession of, and for more than forty years prior to the commencement of this action, he and his grantors and predecessors in interest were the owners, in the possession and entitled to the possession, of the following described lands situated in said Modoc County,

California, to-wit:

✓ The West one-half of the Northeast quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$), and all of the Northwest quarter ($NW\frac{1}{4}$), of Section seventeen (17), Township forty-three (43) North, Range sixteen (16) east, M.D.M.

and that during all of said times, he and his grantors have irrigated the following portions of said land from the waters of said Soldier Creek, to-wit:

Tract 65
All of the Southwest quarter of the Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) and thirty-four (34) acres in the Northwest quarter of said Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$); all of the Southeast quarter of said Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$), sixteen (16) acres in the Northeast quarter of said Northwest quarter ($NE\frac{1}{4}$ of $NW\frac{1}{4}$), five and four tenths (5.4) acres in the Northwest quarter of said Northwest quarter ($NW\frac{1}{4}$ of $NW\frac{1}{4}$), and seven and two-tenths (7.2) acres in the Southwest quarter of said Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$), all in said Section seventeen (17).

(34th) That at the time of the commencement of this action, George Pratt #64

M. Warrens was the owner, in the possession and entitled to the possession of, and for more than forty years prior to the commencement of this action, he and his grantors and predecessors in interest were the owners, in the possession and entitled to the possession, of the following described lands situated in said Modoc County, California, to-wit:

✓ The Northeast quarter of the Northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$) of Section thirteen (13), Township forty-three (43) north, Range fifteen (15) east, M.D.M., in which an undivided interest is owned with J. C. Sharp, J. Street and G. R. McMullen;

Also, the North half of the Northwest quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$), and all of the Northeast quarter ($NE\frac{1}{4}$) of Section eighteen (18), Township forty-three (43) north, Range sixteen (16) east, M.D.M.

and that during all of said times, he and his grantors have irrigated the following portions of said land from the waters of said Soldier Creek, to-wit:

One and four-tenths (1.4) acres of the Northeast quarter of said Northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$) of said Section thirteen (13);

Tract 64
Thirty and seven-tenths (30.7) acres in the Northwest quarter of said Northwest quarter ($NW\frac{1}{4}$ of $NW\frac{1}{4}$), and all of the Northeast quarter of said Northwest quarter ($NE\frac{1}{4}$ of $NW\frac{1}{4}$), Thirty-nine and four-tenths (39.4) acres in the Northwest quarter of said Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$), Five and eight-tenths (5.8) acres in the Northeast quarter of said Northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$), one (1) acre in the Southeast quarter of said Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$), and Seventeen and five-tenths (17.5) acres in the Southwest quarter of said Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$), all in said Section eighteen (18).

(35th) That at the time of the commencement of this action, Francis Wandling was the owner of, in the possession and entitled to the possession of the following described lands, and that now one ^{DOVER H 62} George R. McMullen is the owner of, in the possession and entitled to the possession of said lands, situated in said Modoc County, California, to-wit:

Tract 62
27 cts
The Southeast quarter of the Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) of Section thirteen (13), Township forty-three (43) north, Range fifteen (15) east, M.D.M., and the South one-half of the Northwest quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$) of Section eighteen (18), Township forty-three (43) north, Range sixteen (16) east, M.D.M.

and that for more than forty years prior to the commencement of this action, said Wandling and his predecessors in interest have used water from said Soldier Creek for irrigation upon said lands as follows, to-wit:

One and one-tenth (1.1) acres in the Southeast quarter of said Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) of said Section thirteen (13); and thirty-seven and eight-tenths (37.8) acres in the Southeast quarter of said Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) and nineteen and five-tenths (19.5) acres in the Southwest quarter of said Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of said Section eighteen (18).

(36th) That at the time of the commencement of this action, ^{LAX 4242 A 61} C. M. Crampton was the owner of, in the possession and entitled to the possession of, and for more than forty years prior thereto, he and his grantors and predecessors in interest were the owners, in the possession and entitled to the possession, of the following described lands, and that now one Oliver Crampton is the owner of, in the possession and entitled to the possession of said lands, situated in said Modoc County, California, to-wit:

✓ The South half of the Southwest quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$), the South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$), and the northeast quarter of the Southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$), all in Section seven (7), Township forty-three (43) north, Range sixteen (16) east, M.D.M.

and that for more than forty years prior to the commencement of this action, said C. M. Crampton and his predecessors in interest have used water from said Soldier Creek for irrigation upon said lands as follows, to-wit:

86
Eight and four-tenths (8.4) acres in the Southwest quarter of said Southwest quarter ($SW\frac{1}{4}$ of $SW\frac{1}{4}$); thirty-nine and one-tenth (39.1) acres in the Southeast quarter of said Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$); all of the Southwest quarter of said Southeast quarter ($SW\frac{1}{4}$ of $SE\frac{1}{4}$); all

Crampton, C.M.
P 36, pg 19
167.5 ac.

of the Southeast quarter of said Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$); and all of the Northeast quarter of said Southeast quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), all in said Section seven (7).

EATON 60

(37th) That at the time of the commencement of this action, Charles E. Atkinson was the owner, in the possession and entitled to the possession of, and for more than forty years prior to the commencement of this action, he and his grantors and predecessors in interest were the owners, in the possession and entitled to the possession, of the following described lands in said Modoc County, California, to-wit:

The East half of the Southeast quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section twelve (12), Township forty-three (43) north, Range fifteen (15) east, M.D.M., and the North half of the Southwest quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section seven (7), Township Forty-three (43) north, Range sixteen (16) east, M.D.M. and the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$)

and that during all of said times, he and his grantors and predecessors in interest have irrigated the following portions of said land from the waters of said Soldier Creek, to-wit:

Twenty-nine (29) acres in the Northeast quarter of said Southeast quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), and eight (8) acres in the Southeast quarter of the said Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section twelve (12); thirty-six (36) acres in the Northwest quarter of said Southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$), and sixteen and two-tenths (16.2) acres in the Northeast quarter of said Southwest quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section seven (7).

(38th) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, subject to the rights herein above decreed, and particularly subject to the domestic rights in paragraph (13th) hereinabove decreed, the following named defendants, to-wit: ^{CARTER 57} F. E. Daniels as successor in interest to Cyrus Daniels, ^{CARTER & LAKE 56 142} Celia Daniels and ^{PRATT 566} J. C. Sharp, are the owners of the second rights to divert and use the quantity or quantities of water set opposite their respective names, through the ditch or ditches set opposite their respective names, during the second, fourth, sixth and eighth rotation periods hereinbefore decreed, for use upon their lands so heretofore irrigated and hereinabove described, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
F. E. DANIELS ^{CARTER 57}	Daniels 3	0.23
CELIA DANIELS ^{CARTER 56 LAKE}	Daniels 3	1.05
J. C. SHARP ^{WATERS 566}	Company 1	4.35

That said rights in this paragraph decreed are subject to and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed, for the rotation periods in this paragraph named; and that said rights of the said parties in this paragraph named are, as between said parties in this paragraph named, on an equality as to point of priority and superiority for the particular rotation periods enumerated herein, and that if, during any of said periods of time in this paragraph named, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(39th) That subject to the rights hereinbefore decreed, the defendant ^{CARTER #57} F. E. Daniels as successor in interest to Cyrus Daniels is the owner of and entitled to divert and use waters from the said Soldier Creek, for use upon his lands so heretofore irrigated and hereinbefore described, through the Daniels Ditch during the second, fourth, sixth and eighth rotation periods hereinbefore defined, to the extent of 0.13 cubic feet per second, which said right is herein designated to be the third right for such rotation periods, and said right is subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but is superior to all rights hereinafter decreed, for the rotation periods in this paragraph named.

(40th) That subject to the rights hereinbefore decreed, the defendants hereinafter named are respectively the owners of the right to divert and use waters from said Soldier Creek in the amounts and through the ditches hereinafter set opposite their respective names, for use upon their lands so heretofore irrigated and hereinbefore described, during the second, fourth,

sixth and eighth rotation periods hereinbefore decreed, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
JOHN STREET RAdabaugh	65 Company 1	3.45
G. M. WARRENS	Page 6 ⁴ Company or Warrens Flood 1 ⁴ 2	1.30
G. R. McMULLEN	OVER 62 Company 1	1.00
OLIVER CRAMPTON	Page 6 ¹ Crampton (4 ditches)	2.10
C. E. ATKINSON	EATON 60 Atkinson	0.80

165
7
865

That the said rights in this paragraph decreed are the fourth rights for the said rotation periods hereinbefore named, and are superior to all rights hereinafter, but are subordinate and inferior to all rights hereinbefore decreed; and that said rights of the said parties in this paragraph named are, as between said parties, in this paragraph named, on an equality as to point of priority and superiority for the particular rotation periods enumerated herein, and that if, during any of said periods of time in this paragraph named, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(41st) That subject to the rights hereinbefore decreed, C. E. ATKINSON, J. C. SHARP, G. M. WARRENS, G. R. McMULLEN and OLIVER CRAMPTON are the owners of the fifth rights in and to the waters of said Soldier Creek, and in and to the use thereof, during the second, fourth, sixth and eighth rotation periods hereinbefore decreed, in the respective amounts hereinafter set opposite their respective names for use upon their said respective lands so heretofore irrigated and hereinbefore described, to be diverted and used through the respective ditches hereinafter set opposite their respective names, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
C. E. ATKINSON ^{EATON 60}	Atkinson ⁵	0.35
J. C. SHARP ^{Warrens 60}	Company ¹	0.20
G. M. WARRENS ^{Page}	Company or Warrens Flood ⁴	0.20
G. R. McMULLEN ^{OVER 60}	Company ¹	0.20
OLIVER CRAMPTON ^{LAXME 1}	Crampton (4 ditches) ⁴	0.20

That said rights in this paragraph decreed are subject to and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed, for the rotation periods in this paragraph named; and that said rights of the said parties in this paragraph named are, as between said parties in this paragraph named, on an equality as to point of priority and superiority for the particular rotation periods enumerated herein, and that if, during any of said periods of time in this paragraph named, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(42nd) That subject to the rights hereinbefore adjudged and decreed, Celia Daniels is the owner of the sixth right in and to the waters of said Soldier Creek, and in and to the use thereof, during the second, fourth, sixth and eight rotation periods hereinbefore defined, in the amount hereinafter set opposite her name, for use upon her said lands so heretofore irrigated and hereinbefore described to be diverted and used through the ditch set opposite her name, to-wit:

CELIA DANIELS	Daniels Ditch ³	0.39 cubic feet per second
^{CARTER 56 142}		

That said right to said Celia Daniels in this paragraph adjudged and

decreed is subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but is superior to all rights hereinafter decreed, for the rotation periods in this paragraph named.

(43rd) That subject to the rights hereinbefore adjudged and decreed, G. M. WARRENS and OLIVER CRAMPTON are the owners of the seventh rights in and to the waters of said Soldier Creek and in and to the use thereof, during the second, fourth, sixth and eighth rotation periods hereinbefore defined, in the respective amounts hereinafter set opposite their respective names, for use upon their said lands so heretofore irrigated and hereinbefore described, to be diverted and used through the respective ditches hereinafter set opposite their respective names, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
G. M. WARRENS <i>Page 64</i>	Company 1	1.25
OLIVER CRAMPTON <i>Waxaga</i>	Crampton Upper 4	<u>1.70</u>

That said rights in this paragraph decreed are subject to and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed, for the rotation periods in this paragraph named; and that said rights of the said parties in this paragraph named are, as between said parties, on an equality as to point of priority and superiority for the rotation periods enumerated herein, and that if, during any of said periods of time in this paragraph named, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(44th) That subject to the rights hereinbefore adjudged and decreed, *Carter 460* C. E. Atkinson is the owner of the eighth right in and to the waters of said

Soldier Creek and in and to the use thereof, during the second, fourth, sixth and eighth rotation periods hereinbefore defined, in the amount of 0.75 cubic feet per second, for use upon his said lands so heretofore irrigated and hereinbefore described, to be diverted and used through the Atkinson ditch, which said right is subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but is superior to all rights hereinafter decreed, for the rotation periods in this paragraph named.

(45th) IT IS HEREBY ADJUDGED AND DECREED that the period of time from six o'clock a.m., June 19th of each year, to the hour of six o'clock a.m., of the 19th day of the following March is hereby ordered, adjudged and decreed to be the season outside of the season of general irrigation for the lands involved in this action, and IT IS HEREBY ORDERED, ADJUDGED and DECREED, that during said season, last above described and hereinafter referred to as the season outside of the season of general irrigation, the waters that may be flowing in said Soldier Creek shall be owned, diverted and used by the parties to this action subject to the domestic rights hereinbefore in paragraph (13th) decreed, in the order of priority and in the amounts hereinafter decreed.

(46th) IT IS ORDERED, ADJUDGED AND DECREED that, subject to the domestic rights defined in paragraph (13th) hereof, F. E. DANIELS as successor in interest to CYRUS DANIELS, CELIA DANIELS AND J. C. SHARP are the owners of the second rights and entitled to divert and use from said Soldier Creek, during the said season outside of the general irrigation season, the respective quantities of water set opposite their respective names, through the ditches set opposite their respective names, upon their lands heretofore irrigated and hereinbefore described, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
F. E. DANIELS <i>Carter</i>	Daniels # 3	0.23
CELIA DANIELS <i>Carter Lake</i>	56-2 Daniels # 3	1.05
J. C. SHARP <i>Warren</i>	66 Company 1	1.88

That said right in this paragraph decreed is subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but is superior to

all rights hereinafter decreed, for the said season in this paragraph named; and that said right of the said parties in this paragraph named are, as between said parties on an equality as to point of priority and superiority for the period in this paragraph named, and that if, during said time in this paragraph named, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(47th) That subject to the rights hereinbefore decreed, F. E. Daniels as successor in interest to Cyrus Daniels is the owner of the third right and entitled to divert and use, through the Daniels Ditch, 0.13 cubic ~~feet~~ feet per second, of the waters of said Soldier Creek, for use upon his said land hereinbefore described, during the season outside of the general irrigation season as hereinbefore defined; that said right is inferior and subject to all rights hereinbefore adjudged and decreed; but is superior to all rights hereinafter decreed, for the said period in this paragraph named.

(48th) That subject to the rights hereinbefore decreed, JOHN STREET, G. M. WARRENS, G. R. McMULLEN, OLIVER CRAMPTON and C. E. ATKINSON are the owners of the fourth rights in and to the waters of said Soldier Creek, and in and to the use thereof during the season outside of the season of general irrigation, in the respective amounts hereinafter set opposite their respective names, through the ditches set opposite their respective names, for use upon their respective lands so heretofore irrigated and hereinbefore described, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
JOHN STREET <i>RADABAMPH</i>	Company	1.50
G. M. WARRENS	Company	0.56

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
G. R. McMULLEN	Company	0.43
OLIVER CRAMPTON	Crampton Upper	0.91
C. E. ATKINSON	Atkinson	0.36

That said rights in this paragraph decreed are subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed, for the said season in this paragraph named; and that said rights of the said parties in this paragraph named are, as between said parties, on an equality as to point of priority and superiority for the period in this paragraph named, and that if, during said period, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(49th) That subject to the rights hereinbefore decreed, C. E. ATKINSON, JOHN C. SHARP, G. M. WARRENS, G. R. McMULLEN and OLIVER CRAMPTON, are the owners of the fifth rights in and to the waters of said Soldier Creek, and in and to the use thereof during the season outside of the season of general irrigation, in the respective amounts hereinafter set opposite their respective names, through the ditches hereinafter set opposite their respective names, for use upon their said lands so heretofore irrigated and hereinbefore described, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
C. E. ATKINSON	Atkinson	0.14
J. C. SHARP	Company	0.09
G. M. WARRENS	Company	0.09
G. R. McMULLEN	Company	0.09
OLIVER CRAMPTON	Crampton Upper	0.09

That said rights in this paragraph decreed are subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed, for the said season in this paragraph named; and that said rights of the said parties in this paragraph named are, as between said parties, on an equality as to point of priority and superiority for the period in this paragraph named, and that if, during said period, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such proration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(50th) That subject to the rights hereinbefore decreed, CELIA DANIELS is the owner of the sixth right and entitled to divert and use, through the Daniels Ditch, 0.39 cubic feet per second, of the waters of said Soldier Creek, for use upon her said land so heretofore irrigated and hereinbefore described, during the season outside of the general irrigation season as hereinbefore defined; and that said right is inferior and subject to all rights hereinbefore adjudged and decreed, but is superior to all rights hereinafter decreed for the said season in this paragraph named.

(51st) That subject to the rights hereinbefore decreed, G. M. WARRENS, and OLIVER CRAMPTON are the owners of the seventh rights in and to the waters of said Soldier Creek, and in and to the use thereof during the season outside of the season of general irrigation, in the respective amounts hereinafter set opposite their respective names, through the ditches hereinafter set opposite their respective names, for use upon their said lands so heretofore irrigated and hereinbefore described, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
G. M. WARRENS	Company	0.54
OLIVER CRAMPTON	Crampton Upper	0.74

That said rights in this paragraph decreed are subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed, for the said season in this paragraph named;— and that said rights of the said parties in this paragraph named are, as between said parties, on an equality as to point of priority and superiority for the period in this paragraph named, and that if, during said period, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(52nd) That subject to the rights hereinbefore decreed, C. E. ATKINSON is the owner of the eighth right and entitled to divert and use, through the Atkinson Ditch, 0.33 cubic feet per second, of the waters of said Soldier Creek, for use upon his said land so heretofore irrigated and hereinbefore described, during the season outside of the general irrigation season as hereinbefore defined; and that said right is inferior and subject to all rights hereinbefore adjudged and decreed, but is superior to all rights hereinafter decreed, for the said season in this paragraph named.

(53rd) That subject to the rights hereinbefore decreed, SIMON BENNETT is the owner of the ninth right and entitled to divert and use, through the Toney Ditch, 0.87 cubic feet per second, of the waters of said Soldier Creek, for use upon his said land so heretofore irrigated and hereinbefore described, during the season outside of the general irrigation season as hereinbefore defined; and that said right is inferior and subject to all rights hereinbefore adjudged and decreed, but is superior to all rights hereinafter decreed, for the said season in this paragraph named.

(54th) That subject to the rights hereinbefore decreed G. W. TONEY and MERVIN R. TONEY are the owners of the tenth rights in and to the waters

of said Soldier Creek, and in and to the use thereof during the season outside of the season of general irrigation as hereinbefore defined, in the respective amounts hereinafter set opposite their respective names, for use upon their said lands so heretofore irrigated and hereinbefore described, through the ditches hereinafter set opposite their respective names, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
G. W. TONEY	Toney-Strief	0.70
MERVIN R. TONEY	Toney-Strief	0.70

That said rights in this paragraph decreed are subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed, for the said season in this paragraph named; and that said rights of the said parties in this paragraph named are, as between said parties, on an equality as to point of priority and superiority for the period in this paragraph named, and that if, during said period, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such proration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(55th) That subject to the rights hereinbefore decreed, G. S. STINER, G. K. HEARD and F. S. HEARD are the owners of the eleventh rights in and to the waters of said Soldier Creek, and in and to the use thereof during the season outside of the season of general irrigation as hereinbefore defined, in the respective amounts hereinafter set opposite their respective names, for use upon their said lands so heretofore irrigated and hereinbefore described, through the ditches hereinafter set opposite their respective names, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
G. S. STINER	Stiner-Heard (East or West)	0.99
G. K. HEARD	Stiner-Heard (East or West)	1.09
F. S. HEARD	Stiner-Heard (West)	0.70

That said rights in this paragraph decreed are subject and inferior to all rights hereinbefore in this decree adjudged and decreed, but are superior to all rights hereinafter decreed, for the said season in this paragraph named; and that said rights of the said parties in this paragraph named are, as between said parties, on an equality as to point of priority and superiority for the period in this paragraph named, and that if, during said period, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall prorate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(56th) That subject to the rights hereinbefore decreed, SAN FRANCISCO CATTLE LOAN COMPANY, G. W. TONEY, MERVIN R. TONEY and SIMON BENNETT are the owners of the twelfth rights in and to the waters of said Soldier Creek, and in and to the use thereof during the season outside of the season of general irrigation as hereinbefore defined, in the respective amounts hereinafter set opposite their respective names, for use upon their said lands so heretofore irrigated and hereinbefore described, through the ditches hereinafter set opposite their respective names, to-wit:

<u>NAME</u>	<u>DITCH</u>	<u>CUBIC FEET PER SECOND</u>
S. F. CATTLE LOAN CO.	S.F. Cattle Loan Co.	2.04
G. W. TONEY	Toney	0.45
MERVIN R. TONEY	Toney	0.30
SIMON BENNETT	Strief	1.29

That said rights in this paragraph decreed are subject and inferior to all rights hereinbefore in this decree adjudged and decreed, and that said rights of the said parties in this paragraph named are, as between said parties on an equality as to point of priority and superiority for the period in this

paragraph named, and that if, during said period, the quantity of water flowing in said stream be insufficient to supply all prior rights hereinbefore decreed and to also fully supply the rights in this paragraph decreed to the parties in this paragraph named, that then and during any such time or times, the said parties in this paragraph named shall pro-rate the water that may be flowing in said stream in excess of all prior rights hereinbefore adjudged and decreed, such pro-ration to be on the basis that the right of each of the parties in this paragraph named and by the terms of this paragraph adjudged and decreed, bears to the total or aggregate of their joint rights in this paragraph decreed.

(57th) IT IS FURTHER ORDERED, ADJUDGED and DECREED, that saving and excepting the SAN FRANCISCO CATTLE LOAN COMPANY, the rights and allotments herein before adjudged and decreed to the various parties to this action are the full and complete rights, ^{for creek} allotments and rates of diversion and times of diversion of water from said Soldier Creek of each and all of the parties to this action, and are the maximum rates of diversion and the specific and only time of diversion which the respective parties are entitled to divert and use water from said stream, and if, (during any of said time or times, there is flowing in said Soldier Creek any water in excess of the amounts required to supply all allotments hereinbefore allotted or decreed for such time or times, that then and during such time or times as there is flowing in said stream an excess of water over and above the aggregate of all allotments for such time or times, the said parties to this action shall permit and allow all such excess water to flow down the said channel of said creek unretarded and unmolested, without obstruction and interference to the lands of the said San Francisco Cattle Loan Company, a corporation, or its grantees, and said San Francisco Cattle Loan Company, or its grantees, shall be the owners of and have the right to divert and use all such excess water that may so flow in said stream at any such time or times, such use to be upon their said lands hereinbefore described.)

(58th) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no party herein adjudged and decreed a right to divert water shall divert, at any time, a quantity of water in excess of that necessary and being put to beneficial use.

(63rd) FINALLY IT IS ORDERED, ADJUDGED AND DECREED that the parties hereto shall pay the costs incurred by the Division of Water Rights in acting as referee in the above entitled action in the proportion which their respective water rights as herein adjudged bear to the total water rights herein decreed, said costs being so apportioned among the several parties in the report of referee on file in this action.

Done in open court this 28th day of November, 1928.

(Signed) F. M. JAMISON
Judge of Said Superior Court

Filed November 28, 1928.
L. S. Smith, Clerk.
Book 5, Page 419-439

STATE OF CALIFORNIA,) ss.
County of Modoc.)

OFFICE OF COUNTY CLERK

I, L. S. SMITH, County Clerk of the County of Modoc, and ex-officio Clerk of the Superior Court thereof, do hereby certify that I have compared the foregoing copy of "Decree" Case No. 2405. S. F. Cattle Loan Co. et al vs C. M. Cramton, et al.

(SEAL)

and the endorsements thereon with the original of the same now on file in my office, and that the same is a full, true and correct copy of the said original and the whole thereof.

WITNESS, my hand and the seal of said Superior Court, this 22nd day of December A.D. 1928.

(Signed) L. S. SMITH
County Clerk and Ex-officio Clerk of said Superior Court.

(59th) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that water to satisfy all irrigation allotments to Celia Daniels and to F. E. Daniels as successor in interest to Cyrus Daniels hereinabove provided in paragraphs 21, 30, 31, 38, 39, 42, 46, 47, and 50 shall first be taken from Daniels Canyon and Simpson Canyon, and any deficiency, in the flows available in said canyons below said irrigation allotments to said parties, shall then be made up by diversion from Soldier Creek.

(60th) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each and every party to this action, his or her agents, successors, grantees and assigns, be, and they are hereby perpetually enjoined and restrained from doing anything in violation of the terms or provisions of this decree, and particularly from diverting any water in excess of the amount awarded or decreed to said person, or diverting any water at any time in violation of the terms hereof, or from doing anything that will obstruct or interfere with any other right in this decree adjudged and decreed.

(61st) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the users of each ditch through which water is diverted from Soldier Creek as herein provided, shall install, prior to July 1, 1928 or such later date as may be ordered by the court, such permanent headgates and measuring devices as shall be required and approved by the Division of Water Rights of the Department of Public Works of the State of California. The costs of said installations to be borne by the respective ditch users in proportion to the amounts of water herein allotted to them through their said respective ditches.

(62nd) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Division of Water Rights of the Department of Public Works of the State of California, as now or hereafter constituted or its successor in the administration of the Water Commission Act shall act as water-master during the season of general irrigation whenever necessity of such water-master service is found to exist by said Division and that all costs and expenses of such water-master service shall be borne by the parties hereto in proportion to the amount of water herein allotted to said parties.

Watermaster

Cost

(63rd) FINALLY IT IS ORDERED, ADJUDGED AND DECREED that the parties hereto shall pay the costs incurred by the Division of Water Rights in acting as referee in the above entitled action in the proportion which their respective water rights as herein adjudged bear to the total water rights herein decreed, said costs being so apportioned among the several parties in the report of referee on file in this action.

Done in open court this 28th day of November, 1928.

(Signed) F. M. JAMISON
Judge of Said Superior Court

Filed November 28, 1928.
L. S. Smith, Clerk.
Book 5, Page 419-439

STATE OF CALIFORNIA,) ss.
County of Modoc.)

OFFICE OF COUNTY CLERK

I, L. S. SMITH, County Clerk of the County of Modoc, and ex-officio Clerk of the Superior Court thereof, do hereby certify that I have compared the foregoing copy of "Decree" Case No. 2405. S. F. Cattle Loan Co. et al vs C. M. Cramton, et al.

(SEAL)

and the endorsements thereon with the original of the same now on file in my office, and that the same is a full, true and correct copy of the said original and the whole thereof.

WITNESS, my hand and the seal of said Superior Court, this 22nd day of December A.D. 1928.

(Signed) L. S. SMITH
County Clerk and Ex-officio Clerk of said Superior Court.